



**Video Monitoring Customer Services Agreement** REV: 10.8.07

Contract No.: \_\_\_\_\_  
Customer No.: \_\_\_\_\_  
Integrator: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between

**INTEGRATOR and CUSTOMER. CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SECTIONS 8, 12, 13, 14, 15 AND 16 WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF INTEGRATOR. CUSTOMER WARRANTS THAT IT HAS ALL NECESSARY POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT THIS AGREEMENT AND THE ORDERING OF SERVICES HEREUNDER DOES NOT AND WILL NOT VIOLATE THE TERMS OF ANY CONTRACT, COVENANT OR AGREEMENT NOW EXISTING OR HEREINAFTER ENTERED INTO, BETWEEN IT AND ANY THIRD PARTY**

Integrator shall provide video and audio monitoring and surveillance services (the "Services") to Customer listed, and for the term provided, in the Schedule of Services and Charges attached to this Agreement. Customer shall pay Integrator the amounts including recurring monthly charges at the times set forth on the Schedule of Services and Charges. The Services will be provided on the terms and conditions provided in this Agreement.

***The Terms and Conditions that follow are an integral part of this Agreement incorporated into it for all purposes by reference to them***

INTEGRATOR:

CUSTOMER:

\_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
(signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

**THIS AGREEMENT SHALL NOT BE BINDING UPON INTEGRATOR UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF INTEGRATOR. IN THE EVENT THIS AGREEMENT IS NOT SIGNED BY INTEGRATOR, THE SOLE LIABILITY OF INTEGRATOR SHALL BE TO REFUND TO CUSTOMER ANY AMOUNT THAT HAS BEEN PAID TO INTEGRATOR BY CUSTOMER UPON SIGNING THIS AGREEMENT. A SIGNED FAXED COPY OF THIS AGREEMENT SHALL BE CONSIDERED AS AN ORIGINAL, BINDING AGREEMENT.**

**Terms and Conditions.**

1. Modification of Charges. Integrator shall have the right to modify the charges to Customer at any time or times by giving Customer written notice a minimum of forty-five (45) days in advance of the effective date of the change. If Customer is unwilling to pay the modified amount and notifies Integrator in writing by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of the modification, Integrator shall be permitted, at its sole option, upon written notice to Customer by certified mail, return receipt requested, to terminate this Agreement as if the term had expired or in the alternative will continue the prior rate and will allow this Agreement to remain in full force and effect without the modified charges and without further notice. Failure to notify Integrator in writing at least thirty (30) days prior to the effective date of the modification will constitute Customer=s consent to the modification, and all other terms and conditions of this Agreement shall remain in full force and effect.

2. Access to Equipment. Customer will provide Integrator with reasonable access to Customer's premises if necessary for Integrator to perform the Services. Equipment will be installed by Customer at places reasonably designated by Integrator. Customer shall pay for all necessary utility services (including without



limitation all electricity and telephone services) which may be necessary for operation of systems necessary for Integrator to perform the Services.

3. Monitoring Facility. The alarm and/or video system(s) covered by this Agreement will transmit signals to a Central Monitoring Facility or other monitoring facilities provided by or through Integrator (herein referred to as the "CMF"). Integrator agrees to cause the signals to be monitored, subject to the terms of this Agreement.

4. Certain Payments Required of Customer. In the event the commencement of Services is delayed for any reason other than due to the fault of Integrator, its agents or contractors, Customer shall nevertheless pay Integrator the Recurring Service Charges in the amounts and at the times provided in the Schedule of Services and Charges as and when they become due. If Customer breaches this Agreement prior to use of any deposit paid to Integrator, Integrator will apply the deposit towards any unpaid amounts due Integrator and any damages incurred by Integrator as a result of (Terms and Conditions are continued on next page) Customer's breach. In addition, in the event of termination of this Agreement by Customer prior to the end of the term set forth in the Schedule of Services and Charges, the parties agree all remaining Recurring Service Charges under this Agreement will become immediately due and payable by Customer to Integrator as liquidated damages and not as a penalty. All amounts due Integrator hereunder shall be paid, without deduction or offset.

5. Customer Obtains Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to a CMF; and (b) whatever permission, permits or licenses that may be necessary from the all persons and governmental authorities, utility, and other related service providers in connection with the Services.

6. Maintenance. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for Integrator to supply the Services and pay all costs for the maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the CMF for all monitoring equipment in accordance with instructions from Integrator or the CMF. Customer will carefully and properly test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and shall immediately report to Integrator any problem with the system. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to Customer's building.

7. Monitoring. Integrator will perform the Services specified in the Schedule of Services and Charges. Integrator shall connect the system to a CMF. When a signal from the system is received, the CMF will first attempt to verify the nature of the emergency by using the two-way voice system and/or visual verification system if such system is included in Customer's system. The CMF may verify alarm signals before notifying emergency personnel. If the CMF determines that an emergency condition exists, it will use reasonable efforts to notify the proper police or fire emergency contact on a notification call list provided in writing by Customer to Integrator, or its designee. When a non-emergency signal is received, the CMF will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities. The CMF reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Integrator may discontinue any particular response service due to governmental or insurance requirements by giving Customer written notice. Customer consents to the tape recording of all telephonic communications between Customer's premises and Integrator and CMF offices. Customer authorizes and directs Integrator, as its agent, to use its full discretion in detaining or causing the arrest of any person or persons on or around the premises who are not authorized by Customer and to hold such person or persons until released by Customer or its known representative.

8. Integrator's Limited Responsibilities. No alarm installation, repair, maintenance or guard responses will be provided under this Agreement. *Customer acknowledges and agrees that Integrator's only obligation under this Agreement shall be to cause signals received from video systems to be monitored and to cause responses to be made as set forth herein.* Integrator may discontinue any particular response service due



to governmental or insurance requirements by giving notice in writing to Customer. Integrator shall have no responsibility or obligation with regard to Customer or Customer equipment.

9. Telephone Lines. Customer acknowledges that signals are transmitted over regular telephone or network service to the CMF, that such telephone or network service is the sole responsibility of Customer and its customers, and that in the event telephone or network service is out of order, disconnected, or otherwise interrupted, signals will not be received by the CMF during the interruption and the interruption will not be known to Integrator or the CMF. Customer further acknowledges and agrees that signals are transmitted over telephone lines which are wholly beyond the control and jurisdiction of Integrator and are maintained and serviced by the applicable telephone or utility Customer.

10. False Alarms. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of Integrator or the CMF. If the CMF receives too many false alarms, that will constitute a breach of contract by Customer for which Integrator may terminate the Services and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to Integrator the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes Integrator and the CMF to enter Customer's premises to turn off the audible device if Integrator or the CMF is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay Integrator or the CMF its standard service call charge for each such visit.

11. Limitation of Services; Risk of Loss Is Customer's. **Integrator does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free.** Customer assumes all risk of loss or damage to the premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of Integrator, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

12. Force Majeure. Integrator assumes no liability for interruption of Services due to strikes, riots, fires, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service or other communication services, acts of God, or for any other cause beyond the control of Integrator. This Agreement may be suspended or terminated at the option of Integrator, if the equipment within the CMF, is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue the Services, or in the event the CMF is unable to render service as a result of any action by any governmental authority. This Agreement, or its application to particular premises of Customer, may be canceled by Customer upon written notice in the event that the Customer's premises being monitored are destroyed by fire or other catastrophe; provided, that the notice is given within ten (10) days of such event. In either event, any advance payments made by Customer to Integrator for Services which would have been rendered during the suspension or subsequent to the cancellation shall be refunded to Customer.  
(Terms and Conditions are continued on next page)

13. Agreement Not Insurance Policy.

**a) It is understood and agreed by and between the parties that:**

**i. Integrator is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy.**

**ii. Insurance, if any, will be obtained by the Customer and/or its customer.**

**iii. Charges by Integrator under this Agreement are based solely upon the limited value of the limited services provided and are unrelated to the value of the property or the property of others located on the premises being monitored.**

**iv. The amounts payable by the Customer are not sufficient to warrant Integrator assuming any risk of consequential, collateral, incidental or other damages to the Customer and/or its customer due to Services, or any deficiency, defect or inadequacy of the Services or due to Integrator's or its contractors' negligence or failure to perform.**



v. Customer does not intend this Agreement to impose liability on Integrator except within the limitations of this Agreement.

vi. Customer agrees that Integrator shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Services are designed to detect or avert.

b) Without derogating from the foregoing, if Integrator should be found liable for loss or damage due to a failure on the part of Integrator or its contractors, such liability shall be limited solely to an amount equal to fifty percent (50%) of one year's Recurring Service Charges or the amount of \$5,000.00, whichever is less, and the aforesaid liability shall be exclusive.

c) The provisions of this Section 13 shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of Integrator, its agents, employees or contractors.

d) In the event that Customer desires Integrator to assume greater liability under this Agreement, a choice is hereby given of having Integrator assume greater liability by paying an additional amount to be agreed upon between the parties. If this option is chosen, an additional rider shall be attached to this Agreement specifically setting forth the additional liability of Integrator and the additional charge.

**14. No Special Damages.** IN NO EVENT WILL INTEGRATOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF INTEGRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Indemnification.** Customer agrees to indemnify, defend, and hold harmless Integrator, its affiliates, and each of their officers, directors, and employees (all hereinafter referred to together in this Section as "Integrator") from and against any proved or alleged claims, demands, suits, losses, damages, liabilities, and expenses (including attorney's fees) that arise out of, relate to, or result from this Agreement or the Services performed under this Agreement. Such indemnity shall apply whether or not Integrator was or is claimed to be negligent or otherwise at fault, and regardless of whether liability without fault is imposed or sought to be imposed on Integrator. This indemnity shall not apply to the extent that such indemnity is void or otherwise unenforceable under applicable law.

**16. Default; Remedies.**

a) The happening of any one or more of the following shall be Events of Default under this Agreement: (i) failure by Customer to pay any amount within 10 days after the amount is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required herein; (iii) death, dissolution, termination of existence, discontinuance of business, insolvency or business failure of Customer; (iv) initiation of any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding by or against Customer; or (v) excessive false alarms or other abuse of the Services provided by or through Integrator under this Agreement.

b) Upon the occurrence of an Event of Default, at any time thereafter Integrator may pursue and will have the right to the following remedies: (i) by written notice to Customer, declare the balance of all unpaid amounts due and to become due to Integrator under this Agreement to be immediately due and payable; provided, that all past due amounts shall bear interest at the rate of 1-1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default; (ii) proceed at law or in equity to enforce performance by Customer of the provisions of this Agreement, or to recover damages for the breach of this Agreement; (iii) discontinue the furnishing of the Services, including, without limitation, disabling any communications to the CMF, and terminate this Agreement by written notice to Customer; (iv) recover any other costs Integrator is required to bear in respect to the Services provided under this Agreement; and (v) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this



Agreement is referred for collection, and any other reasonable costs paid or incurred by Integrator in enforcing or attempting to enforce the terms and conditions of this Agreement. Furthermore, if there are any other agreements in effect between Integrator and Customer, then Integrator, at its option, may declare Customer's default under any one agreement to be a default under any or all the agreements, and Integrator shall be entitled to exercise any or all of its remedies upon default with respect to any or all of the agreements.

c) The above remedies are cumulative and the exercise of one does not preclude the exercise of another.

d) If the monitoring service is deactivated because of Customer's past-due balance, and if Customer desires to have the service reactivated, Customer agrees to pay to Integrator in advance its then prevailing activation charge.

17. No Assignment. This Agreement and its benefits are not assignable by Customer except upon the prior written consent of Integrator. Customer acknowledges that this Agreement, and particularly those paragraphs relating to Integrator's maximum liability, and indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Integrator or the CMF.

18. Entire Agreement; Amendments. This Agreement, including schedules and any other attachments or exhibits to it, contains the complete agreement of Integrator and Customer with respect to the subject matter of this Agreement and replaces all prior, contemporaneous or subsequent written or oral agreements relating to the subject matter of this Agreement. No course of dealing or usage of the trade, if any exist, will supplement or be applied to this Agreement's terms. This Agreement may only be amended in a writing signed by both parties.

19. Waivers. No waiver of any of the terms and conditions contained herein shall be effective unless the waiver is in writing and signed by an authorized representative of the party waiving the condition.

20. Severability. In the event any of the terms and conditions of this Agreement are declared invalid or inoperative, the term or condition shall be modified as necessary to make it valid and operative, and all of the remaining terms and conditions shall remain in full force and effect.

21. Limitation of Action. No suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be commenced against Integrator (or any of its employees, agents or contractors) by Customer more than one (1) year after the accrual of the cause of action. In addition, where permitted by law, *both parties waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).*

22. Applicable Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State where Customer's premises to which the Services are provided are located, without regard to principles of conflict of laws.



**Video Monitoring Customer Services Agreement (cont.)**

**SCHEDULE OF SERVICES AND CHARGES**

Integrator: \_\_\_\_\_ ("Integrator") Customer Name: \_\_\_\_\_  
\_\_\_\_\_ ("Customer") Services: Company shall provide the following  
Services to Customer: \_\_\_\_\_  
\_\_\_\_\_

**Charges:**

Customer shall pay Company the following charges for the services at the following times:  
Initial set up and connection charge: \$ \_\_\_\_\_ due on \_\_\_\_\_,  
20\_\_\_\_\_. Recurring Service Charges: \$ \_\_\_\_\_ payable on the \_\_\_\_\_ day of  
each month commencing \_\_\_\_\_, 20\_\_\_\_\_. Deposit: \$ \_\_\_\_\_

Late Payment Charge: One and one-half percent (1-1/2%) per month may be added to all amounts that remain unpaid for more than thirty (30) days.

**Additional Charges:**

If Integrator incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Integrator which increases Integrator's cost of performing this Agreement, Customer's share of such costs shall be payable by Customer in increased monthly charges. Amounts to be paid by Customer to Integrator do not include any sales, use, excise, personal property or other similar taxes or any fees, assessments or other charges, made on any of the Services to be provided by Integrator. In addition to all other charges, Customer shall pay or reimburse Integrator for any and all taxes, fees, assessments or other charges, however designated and by whomever levied, hereafter levied, imposed or based on the Services provided by Integrator. Taxing authorities may designate portions of the charges made by Integrator to Customer as being for items which are taxable and portions as being for items which are not taxable. Customer agrees to be bound by the designations made by taxing authorities; provided, that upon making arrangements (including provision of adequate security) acceptable to Integrator and which shall fully protect the interests of Integrator and indemnify and hold Integrator harmless from any expense, loss or damage, Customer may contest the designations made by a taxing authority.

Term: \_\_\_\_\_ (\_\_\_\_\_) months(s) commencing \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_\_.

The term will automatically renew for successive one (1) year terms unless one party gives the other at least thirty (30) days prior written notice that it will terminate at the end of the initial term or any renewal term. This Agreement may also be terminated by Integrator for reasons set forth in this Agreement and if, for any reason, the rights and privileges necessary to provide the Services and/or maintain the Central Monitoring Facility are terminated.

Special Equipment Requirements:

Additional Terms and Conditions:

Emergency Contact Information: